

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4056895

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
IMPRIVATA, INC.		09/16/2016
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	3003 TASMAN DRIVE	
Internal Address:	HG 150	
City:	SANTA CLARA	
State/Country:	CALIFORNIA	
Postal Code:	95054	
PROPERTY NUMBERS Total: 40		
Property Type	Number	
Patent Number:	7398549	
Patent Number:	7356705	
Patent Number:	8220063	
Patent Number:	7660880	
Patent Number:	7941849	
Patent Number:	8839456	
Patent Number:	7950021	
Patent Number:	8327421	
Patent Number:	9118656	
Patent Number:	8683562	
Patent Number:	5844497	
Patent Number:	6028950	
Patent Number:	6618806	
Patent Number:	6928547	
Patent Number:	8171288	
Patent Number:	8538072	
Patent Number:	8792679	
Patent Number:	9251354	
Patent Number:	9189225	

PATENT

Property Type	Number
Patent Number:	9246902
Patent Number:	7593549
Patent Number:	8335964
Patent Number:	8117549
Patent Number:	6367017
Patent Number:	6087955
Patent Number:	6268788
Patent Number:	8973091
Application Number:	11809791
Application Number:	14457382
Application Number:	13859894
Application Number:	13920613
Application Number:	14886462
Application Number:	14063839
Application Number:	14680590
Application Number:	14945609
Application Number:	14945621
Application Number:	14945632
Application Number:	14945646
Application Number:	14945658
Application Number:	14945671

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: JOANNA MCCALL

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F165471
NAME OF SUBMITTER:	MATTHEW R. PIERCE
SIGNATURE:	/Matthew R. Pierce/
DATE SIGNED:	09/19/2016

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “*Agreement*”), dated as of September 16, 2016, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among the Assignee, **IMPRIVATA INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (“*Holdings*”), **PROJECT BRADY MERGER SUB, INC.**, a Delaware corporation and wholly owned Subsidiary of Holdings (“*Merger Sub*” or the “*Initial Borrower*”), to be merged with and into **IMPRIVATA, INC.**, a Delaware corporation (the “*Target*” and following the consummation of the Acquisition, the “*Borrower*”), and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Holdings, Merger Sub, the Borrower, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Patents” means all of the following included in the Collateral: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill of a Grantor’s business associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BORROWER:

IMPRIVATA, INC.

By: 

Name: Jeffrey A. Kalowski

Title: Chief Financial Officer

Signature Page to Patent Security Agreement

PATENT
REEL: 040069 FRAME: 0107

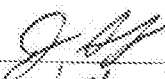
ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By:

Name:

Title:


Linda Samuels
Vice President

Schedule A to PATENT SECURITY AGREEMENT

Registrations of Patents and Patent Applications

United States Patents

Title	Patent No.	Issue Date	Owner
Biometric Authentication with Security Against Eavesdropping	7,398,549	7/8/2008	Imprivata, Inc.
Biometric Authentication for Remote Initiation of Actions and Services	7,356,705	4/8/2008	Imprivata, Inc.
Biometric Authentication for Remote Initiation of Actions and Services	8,220,063	7/10/2012	Imprivata, Inc.
System and Method for Automated Login	7,660,880	2/9/2010	Imprivata, Inc.
System and Method for Audit Tracking	7,941,849	5/10/2011	Imprivata, Inc.
System and Method for Data and Request Filtering	8,839,456	9/16/2014	Imprivata, Inc.
Methods and Systems providing responses to software commands	7,950,021	5/24/2011	Imprivata, Inc.
System and Method for Identity Consolidation	8,327,421	12/4/2012	Imprivata, Inc.
Systems and Methods for Multi-Factor Authentication	9,118,656	8/25/2015	Imprivata, Inc.
Secure Authentication Using One-Time Passwords	8,683,562	3/25/2014	Imprivata, Inc.
Apparatus and Method for Providing an Authentication System	5,844,497	12/1/1998	Imprivata, Inc.
Fingerprint Controlled Set-Top Box	6,028,950	2/22/2000	Imprivata, Inc.
System and Method for Authenticating Users in a Computer Network	6,618,806	9/9/2003	Imprivata, Inc.
System and Method for Authenticating Users in a Computer Network	6,928,547	8/9/2005	Imprivata, Inc.
System and Method for Authenticating Users in a Computer Network	8,171,288	5/1/2012	Imprivata, Inc.

Title	Patent No.	Issue Date	Owner
Systems and Methods for Operator Detection	8,538,072	9/17/2013	Imprivata, Inc.
Low-Light Face Detection	8,792,679	7/29/2014	Imprivata, Inc.
Secure Access Supersession on Shared Workstations	9,251,354	2/2/16	Imprivata, Inc.
Secure, Non-Disruptive Firmware Updating	9,189,225	11/17/2015	Imprivata, Inc.
Device-Agnostic User Authentication	9,246,902	1/26/16	Imprivata, Inc.
Apparatus and Method for Utilizing Biometrics in Medical Applications	7,593,549	9/22/2009	Imprivata, Inc.
Gesture-Based Communication and Reporting System	8,335,964	12/18/2012	Imprivata, Inc.
System and Method for Capturing User Actions Within Electronic Workflow Templates	8,11,7549	2/14/2012	Imprivata, Inc.
Apparatus and Method for Providing an Authentication System	6,367,017	4/2/2002	Imprivata, Inc.
Apparatus and Method for Providing an Authentication System	6,087,955	7/11/2000	Imprivata, Inc.
Apparatus and Method for Providing an Authentication System	6,268,788	7/31/2001	Imprivata, Inc.
Secure Authentication Using Mobile Device	8,973,091	3/3/2015	Imprivata, Inc.

United States Patent Applications

Title	Pub. Number	Pub. Date	Owner
Method and system for handling keystroke commands	11/809,791	1/25/2007	Imprivata, Inc.
System and Method for Data and Request Filtering	14/457,382	8/12/2014	Imprivata, Inc.
Quorum-Based Secure Authentication	13/859,894	4/10/2013	Imprivata, Inc.
Active Presence Detection with Depth Sensing	13/920,613	6/18/2013	Imprivata, Inc.
Secure, Non-Disruptive Firmware Updating	14/886,462	10/19/2015	Imprivata, Inc.

Title	Pub. Number	Pub. Date	Owner
Secure Content Sharing	14/063,839	10/25/2013	Imprivata, Inc.
Coordinating Communications Among Healthcare Providers	14/680,590	4/7/2015	Imprivata, Inc.
Personal Device Network for User Identification and Authentication	14/945,609	11/19/2015	Imprivata, Inc.
Location-Based Healthcare Collaboration, Data Management and Access Control	14/945,621	11/19/2015	Imprivata, Inc.
Location-Based Healthcare Collaboration, Data Management and Access Control	14/945,632	11/19/2015	Imprivata, Inc.
Crowdsourced Determination of Movable Device Location	14/945,646	11/19/2015	Imprivata, Inc.
Location-Based Anticipatory Resource Provisioning	14/945,658	11/19/2015	Imprivata, Inc.
Strong Authentication Via Distributed Stations	14/945,671	11/19/2015	Imprivata, Inc.